



TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1536
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Date: January 18, 2011
To: All Residents
Subject: **Implementation of new Pet and Pet Owner Responsibility Rules**
January 17, 2011

The Board of Directors has recently approved new rules regarding Pet Owners and their Pets within our building and our building grounds. These new rules were created to:

- 1) Facilitate a community that promotes respect and fairness for all pet owners, non-pet owners, pets, guests, and staff who reside in, visit to, or work in our building.
- 2) Maintain and protect the integrity and appearance of structures, items, and materials throughout the indoor and outdoor common areas of our building.
- 3) Replace the original rules created years ago that do not effectively address issues and concerns from both pet owners and non-pet owners in our current environment.

The development of these new rules was a collaborative effort from the Board, the Pet Working Group, individual residents, building staff, and the Property Management Office (PMO), all representing a good mix of both pet owners and non-pet owners. As a result, we had a good balance of experiences, insights, and opinions contributing to this team effort.

During this process, the Board was always mindful that each individual pet is part of an owner's family. For this reason, efforts will continue to be made to provide additional value and conveniences where possible to the pet owner and their pet and non-pet owners alike. For example, the Board is currently conducting a cost analysis for adding key fob access entry from our outside side doors.

At the same time, some of these rules do represent a change in how pet owners and non-pet owners conduct themselves within the building and on our property. We request that all residents and building staff continue to be respectful of each other as we all adjust to these changes and each person's responsibilities.

In addition, for those suite owners who lease their unit to a pet owner or non-pet owner, these new rules will affect you as well. It will be your responsibility to provide your current tenant and future tenant(s) the details regarding these rules and their accountabilities.

If you have any inquiries regarding these new rules, please contact the Property Management Office.

Regards
Michael Morra
Board President – on behalf of the Board of Directors TSCC 1536

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1536
(the "Corporation")

Pursuant to Section 58 of the *Condominium Act, 1998*

WHEREAS The Board of Directors of the Corporation has the authority to pass rules governing the use and occupation of the units, consistent with the Declaration, in order to promote the safety, security and welfare of Owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;

NOW THEREFORE BE IT ENACTED AS RULES 16 & 17, AS FOLLOWS:

16. PETS

- (a) No livestock, fowl, reptile, rodent or animal of any kind except for one dog, one domestic cat, (or two dogs or two cats), caged birds except for pigeons, tropical fish in a home aquarium and small caged animals usually considered to be pets, shall be allowed or kept in or about any unit or the common elements or any part thereof. The admissibility of any Pet shall be at the discretion of the Board and the Property Management.
- (b) No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any Unit. No breeding of animals for sale shall be carried on, in or around any Unit.
- (c) Resident(s) must register their Pet(s) or the fact that they have no pets on the Resident Information Form available from the Property Management Office, within one week of moving into the building or acquiring the Pet(s), as the case may be. Any change in status of Pet ownership shall be notified to the Property Management Office as soon as possible. Every form must be returned to the Property Management Office. Veterinary proof of immunization will have to be produced for registration.
- (d) A "guide dog" as defined by the Blind Persons' Rights Act is exempt from the rules.
- (e) Resident(s) agree to comply with all municipal, provincial and federal governmental laws and regulations concerning Pets, including municipal licensing and vaccination requirements.

- (f) Unless in the confines of a dwelling unit, all dogs and cats shall be kept or held in hand by means of a short leash lead or chain no longer than six (6) feet (short leash), or pet carrier. This provision shall be applicable to the whole of the common elements whether interior or exterior.
- (g) If and when owners are fraternizing in or about the common elements, all dogs must be on a short leash sitting next to the owner or be held by the owner.
- (h) Unless carried or transported in a pet carrier, all pets must enter/exit the building via the side building doors.
- (i) All dog walkers must use the side doors.
- (j) No Pet is permitted unless it is current on its mandatory shots set by City by-laws. Veterinary proof is required.
- (k) No breeding or brokering of Pets shall be permitted.
- (l) All dogs and cats must wear a collar or harness with the identification (city licence and/or tag) of the owner.
- (m) Dogs must be under 90 lbs.
- (n) No Pet shall be permitted to soil or damage any part of the common elements including individual balconies. In the event of same, the owner of the Pet shall make good any damage and effect the removal of urine, excrement, or other such waste and save harmless the Corporation from any expense in connection therewith.
- (o) In the event of an accident, the resident of the unit in which the Pet is kept must immediately remove any defecation and deposit the same in a plastic bag and dispose of it in the appropriate garbage disposal unit.
- (p) Owner(s) shall be jointly and severally liable for the entire amount of all damages caused by the Pet. If any item cannot be satisfactorily cleaned or repaired, Owner(s) must pay for complete replacement of such item.
- (q) The charge for sanitation of the property following soiling and/or damage shall be set by the Board of Directors from time to time acting reasonably. In addition, any costs associated with the repair, replacement or remediation of damages shall be chargeable against the unit owner in whose unit the Pet is resident or which the Pet is visiting. All such charges shall be deemed to be common expenses and payable by such owner, and shall be recoverable in the same manner and upon the same terms as unpaid common expenses.

- (r) No dangerous animal or Pet as deemed by the Board or Property Management shall be permitted to be on or about the common elements at any time without a muzzle.
- (s) If a dog bites a human, or other animal, the dog must be removed immediately.
- (t) Cats and caged Pets must be kept in the apartment at all times, except when being transported.
- (u) Pets are not allowed on apartment balconies without supervision.
- (v) No one may dispose of cat litter in the toilet even if the litter is marked "flushable". Cat litter can clog pipes and cause flooding.
- (w) The following areas are specifically out-of-bounds for Pets:
 - (i) The barbeque deck.
 - (ii) The front garden.
 - (iii) The sun deck.
 - (iv) The gym and pool/hot tub.
 - (v) The furniture in the common elements.
- (x) No Pet shall be permitted to make excessive noise. For the purpose of this provision "excessive noise" shall be deemed to be any noise which is annoying or disturbing at the sole discretion of the Board of Directors or Property Management.
- (y) Birds must remain in cages at all times.
- (z) Fish tanks may NOT exceed a total of 20 gallons and must be placed in a safe location in the dwelling unit.

17. EMERGENCY PROCEDURES

- (a) In the event of any occurrence which requires emergency repair and/or cleanup and/or removal of items from a unit so that the Corporation can carry out required repairs, or prevent damage to property, where an Owner is not available to remove his/her/their personal belongings and/or upgrades, betterments or improvements and/or refuses to do so immediately, the Corporation shall, as part of its obligations to maintain and repair the common elements of the corporation and to mitigate damage where possible, remove from a unit Owner's personal belongings, upgrades, betterments and/or improvements that are required to be removed for that purpose, or for the protection of the items themselves. All costs incurred by the Corporation shall be the responsibility of the Owner and be recoverable as common expenses.

- (b) In the event of any occurrence where hazardous substances may be involved which may pose a health risk to residents, and emergency repair and/or clean up and removal of items from the unit is required so that the Corporation can carry out repairs, or prevent damage to property, the Corporation, not the Owner shall, as part of its obligations to maintain and repair the common elements of the corporation and to mitigate damage where possible, remove from a unit the Owner's personal belongings, upgrades, betterments and/or improvements that are required to be removed for that purpose, or for the protection of the items themselves. All costs incurred by the Corporation shall be the responsibility of the Owner and recoverable as common expenses.